

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Civil Division

JOVANNI GIUSEPPE WHYTE-BEY ex rel.*Plaintiff(s)*

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

EXPERIAN INFORMATON SOLUTIONS, INC.*Defendant(s)*

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

(to be filled in by the Clerk's Office)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ JUN 10 2024 ★

LONG ISLAND OFFICE

RECEIVED

JUN 10 2024

COMPLAINT AND REQUEST FOR INJUNCTION**I. The Parties to This Complaint****EDNY PRO SE OFFICE****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Jovanni Giuseppe Whyte-Bey
Street Address	ACP 5156, P.O. BOX 1110
City and County	Albany
State and Zip Code	New York, 12201
Telephone Number	
E-mail Address	

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title *(if known)*. Attach additional pages if needed.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

Defendant No. 1

Name	Experian Information Solutions, Inc.
Job or Title <i>(if known)</i>	Consumer Credit Reporting Company
Street Address	475 Anton Boulevard
City and County	Costa Mesa
State and Zip Code	California, 92626
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 2

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 3

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 4

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☐ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* JOVANNI GIUSEPPE WHYTE-BEY, is a citizen of the State of *(name)* New York.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* _____, is a citizen of the State of *(name)* _____. Or is a citizen of *(foreign nation)* _____.

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

b. If the defendant is a corporation

The defendant, (name) EXPERIAN, is incorporated under
the laws of the State of (name) CALIFORNIA, and has its
principal place of business in the State of (name) CALIFORNIA.
Or is incorporated under the laws of (foreign nation) IRELAND,
and has its principal place of business in (name) DUBLIN.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the injunction or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

A. Where did the events giving rise to your claim(s) occur?
ALLEN, TEXAS

B. What date and approximate time did the events giving rise to your claim(s) occur?
On or about December 6, 2023, on or about February 8, 2024, and on or about May, 28, 2024

- C. What are the facts underlying your claim(s)? *(For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)*

Plaintiff brings this complaint against the defendant for violations of Fair Credit Reporting Act codified at 15 U.S.C. § 1681 et seq. Defendant Experian Information Solutions, Inc. is a Credit Reporting Agency and failed to properly reinvestigate and to correct inaccurate reporting relating to plaintiff's credit report. Plaintiff disputes the accuracy of a consumer report and the defendant failed to make the corrections In Re: Certified Mail Tracking#: 9589 0710 5270 0940 1159 91 dated on or about December 6, 2023, Certified Mail Tracking #: 7021 2720 0001 7368 8077 dated on or about February 2, 2024, and Certified Mail Tracking#: 9589 0710 5270 0278 1576 01 dated on or about May 28, 2024

IV. Irreparable Injury

Explain why monetary damages at a later time would not adequately compensate you for the injuries you sustained, are sustaining, or will sustain as a result of the events described above, or why such compensation could not be measured.

Plaintiff at all times relevant to this complaint is at jeopardy of being subjected to Identity Theft as a result of the defendant's failure to cure the issue of inaccurate reporting and correction of the records as well as slander of title.

V. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Plaintiff seeks injunctive relief, declaratory judgment, monetary relief, compensatory damages, special damages, general damages, punitive damages, and equitable relief for defendant's failure to correct its records over \$3000.00 (U.S. dollars) but not more than \$250,000.00 (U.S. dollars). SEE ANNEXED AFFIDAVIT IN SUPPORT AND EXHIBITS

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: _____

Signature of Plaintiff

Printed Name of Plaintiff

JOVANNI GIUSEPPE WHYTE BEY

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

UNITED STATES DISTRICT COURT FOR)	
EASTERN DISTRICT OF NEW YORK)	
-----X)	
JOVANNI GIUSEPPE WHYTE-BEY ex rel.,)	<u>PLAINTIFF'S COMPLAINT FOR:</u>
Plaintiffs)	<u>VIOLATIONS OF FAIR CREDIT</u>
)	<u>REPORTING ACT 15 U.S.C. § 1681</u>
-Against-)	<u>ET SEQ., WITH REQUEST FOR</u>
)	<u>INJUNCTIVE AND FOR SLANDER</u>
)	<u>OF TITLE</u>
)	
EXPERIAN INFORMATION SOLUTIONS, INC.)	
Defendants(s))	
-----X)	TRIAL BY JURY DEMAND

**PLAINTIFF'S COMPLAINT FOR: VIOLATIONS OF FAIR CREDIT
REPORTING ACT 15 U.S.C. § 1681 et seq., WITH REQUEST FOR INJUNCTIVE
AND FOR SLANDER OF TITLE**

TAKE NOTICE "expressum facit cessare tacitum"

Jovanni Giuseppe Whyte-Bey (hereinafter plaintiff), affirms, deposes, and says:

all the facts presented in this affidavit are true and accurate to the very best of my knowledge or based on beliefs that I believe to be true under penalties of perjury under the laws of the United States of America.

PRELIMINARY STATEMENT

1. This serves as a civil rights action in which the defendant seeks injunctive relief, declaratory judgment, monetary relief, compensatory damages, special damages, general damages, punitive damages, and equitable relief for Experian Information Solutions, Inc. [hereinafter defendant] failing to correct the accuracy of a consumer

report and as a Credit Reporting Agency failed to properly reinvestigate or to correct inaccurate reporting in violation of the Fair Credit Reporting Act codified at 15 U.S.C. § 1681 et seq.

2. On or about September 6, 2023, defendant Experian Information Solutions, Inc. operating individually and at an official capacity, jointly and severally, did cause my person, to be subject to, legal misrepresentation, social, and economic losses involving false credit reporting. **SEE EXHIBIT "A"**.
3. The plaintiff informed defendant of his rights being further deprived following a failure to cure by Notice of Fault and Opportunity to Cure executed on or about February 2, 2024. **SEE EXHIBIT "B"**.
4. Defendant knowingly and willingly failed to correct the accuracy of a consumer report and as a Credit Reporting Agency failed to properly reinvestigate or to correct inaccurate reporting following a final notice sent to its offices dated on or about May 28, 2024. **SEE EXHIBIT "C"**.
5. The transactional scheme purported by defendant involved misinforming the private banks of his status as a consumer and as a result is subjecting him to slander of title and in relation to the possibility of Identity theft.
6. Plaintiff provides Proof of Claim of other Credit Reporting Agencies honoring his request by way of documentation in association with TransUnion and Equifax. **SEE EXHIBIT "D" and SEE EXHIBIT "E"**.
7. The Notice of plaintiff's claims was breached at which he served notice on the defendant on or about September 6, 2023, and on or about February 2, 2024, and on

or about May 28, 2024, and more than (90) days have elapsed without recourse from the service of his first two notices and opportunity to cure.

8. Plaintiff seeks injunctive relief, declaratory judgment, monetary relief, compensatory damages, special damages, general damages, punitive damages, and equitable relief. Plaintiff also seek all other awards, fees, and cost, and for such other and further relief as a Federal Court seems just and proper.

VENUE

9. The proper venue for these claims is in a United States District Court pursuant to 28 U.S. Code § 1332 in that Experian Information Solutions, Inc. and the places at which the events occurred are in the Federal Courts jurisdiction.

THE PARTIES

10. The plaintiff is and was always relevant before the court a recipient of NEW YORK STATE DEPARTMENT OF STATE ADDRESS CONFIDENTIALITY PROGRAM. **SEE ANNEXED EXHIBIT "F" NEW YORK STATE DEPARTMENT OF STATE ADDRESS CONFIDENTIALITY PROGRAM IDENTIFICATION CARD.**
11. Defendant Experian Information Solutions, Inc. is a Credit Reporting Agency acting as National Agency from the municipal State of California or from its parent organization located in Dublin Ireland.
12. Experian Information Solutions, Inc. was contracted by assignment and is authorized by law to maintain their offices that act as its agents and for which it is ultimately responsible based on the laws of the State of California.

13. Experian Information Solutions, Inc. has a principal office located at 475 Anton Boulevard Costa Mesa California 92626.
14. Experian Information Solutions, Inc. is and was, always relevant to this complaint, the debtor by contract with the plaintiff and was a policy maker for purposes of Credit Reporting policies, practices, and customs.
15. Experian Information Solutions, Inc., always relevant to this complaint, was involved in the incidents that took place on or about September 6, 2023, and on or about February 2, 2024, and on or about May 28, 2024, Experian Information Solutions, Inc. violated clearly established consumer protection laws of which a reasonable National Credit Reporting Agency appointed by assignment under their respective circumstance would have known not to be so violative.

STATEMENT OF PERTINENT FACTS

16. On or about September 6, 2023, Plaintiff sent defendant a letter correspondence informing that he had a dispute with regards to in accurate reporting in association with his credit report. **Marked Exhibit "A" w/ annexation in. re: Certified Mail Tracking#: 9589 0710 5270 0940 1159 91 dated on or about December 6, 2023.**
17. Plaintiff gave defendant ample time and proof of claim to establish his request in his notice at which a period more than on or about ninety (90) days lapsed without a response or correction applied by the defendant.
18. On or about February 2, 2024, a Notice of Fault and Opportunity to Cure was serviced upon the defendant alleging that failures associated with the previous letter correspondence was now in default and constituted as a deprivation of a consumer protection pursuant to the Fair Credit Reporting Act codified at §611 (5)(A)

Treatment of inaccurate or unverifiable information. **Marked Exhibit "B" w/ annexation in. re: Certified Mail Tracking#: 7021 2720 0001 7368 8077 dated on or about February 2, 2024.**

19. On or about May 28, 2024, Plaintiff sent a final Notice of Default to plaintiff providing a seventy- two (72) hour window to comply and defendant has failed to make the corrections prescribed by the law. **Marked Exhibit "C" w/ annexation in. re: Certified Mail Tracking#: 9589 0710 5270 0278 1576 01 dated on or about May 28, 2024.**

20. Plaintiff's complaint against the defendant is for deprivation of Consumer protections pursuant to The Fair Credit Reporting Act codified at 15 U.S.C. § 1681 et seq.

APPLICABLE FEDERAL STATUTES

21. The Truth-in-Lending Act, 15 U.S.C. §§ 1631 et seq., is remedial legislation intended to protect consumers, and courts have liberally construed its provisions in their favor.

See Jones v. TransOhio Savings Association, 747 F.2d 1037, 1040 (6th Cir. 1984).

The purpose of TILA is "to protect the consumer from divergent and at times fraudulent practices stemming from the uni[n]formed use of credit." Id. at 1040. The Fair Credit Billing Act, 15 U.S.C. §§ 1666-1666j, is enforced by the TILA and sets forth procedures through which a debtor and creditor may resolve disputes arising from alleged billing errors in statements of account.

22. Both TILA and FCBA are governed by the one-year statute of limitations set forth in 15 U.S.C. § 1640(e). The Sixth Circuit has held the one-year clock for a TILA cause of action begins to run when a plaintiff "discover[ed] or had reasonable opportunity to

discover the fraud involving the complained of TILA violation." Jones, supra, 747 F.2d at 1041.

23. The FCBA requires a debtor to provide written notice of a disputed billing within 60 days of receiving the challenged statement. See 15 U.S.C. § 1666(a) (describing deadlines, obligations, and proper contents of notice of billing error). Pursuant to § 1666(b), a “billing error” consists of any of the following: (1) A reflection on a statement of an extension of credit which was not made to the obligor or, if made, was not in the amount reflected on such statement; (2) A reflection on a statement of an extension of credit for which the obligor requests additional clarification including documentary evidence thereof; (3) A reflection on a statement of goods or services not accepted by the obligor . . . or not delivered to the obligor . . . in accordance with the agreement made . . . ; (4) The creditor’s failure to reflect properly on a statement a payment made by the obligor . . . ; (5) A computation error or similar error of an accounting nature of the creditor on a statement; (6) Failure to transmit the statement required under § 1637(b) of this title to the last address of the obligor . . . ; (7) Any other error described in regulations of the Board.
24. If an adequate and timely notice of a billing error is made, the creditor must send a written acknowledgment that it has received the notice within 30 days of receipt. 15 U.S.C. § 1666(a)(A); American Express Co. v. Koerner, 452 U.S. 233, 235-37 (1981). In addition, the creditor must investigate the matter and either make timely corrections in the consumer's account or – before making any attempt to collect the disputed amount – send a timely written explanation of its belief that the original statement was correct. 15 U.S.C. § 1666(a)(B); Koerner, 452 U.S. at 235-37. In all

cases, the creditor must rectify the consumer's account or explain its belief that the original statement was correct by the earlier of 90 days of receiving notice or two full billing cycles. 15 U.S.C. § 1666(a)(B); Burnstein v. Saks Fifth Ave. & Co., 208 F.Supp.2d 765, 776 (E.D. Mich. 2002).

AS AND FOR A FIRST CAUSE OF ACTION
FOR VIOLATIONS OF FAIR CREDIT REPORTING ACT

25. Plaintiff repeats each allegation contained in paragraphs “1” through “25” as if fully set forth herein.
26. The defendant Experian Information Solutions, Inc. and its employees was acting as an agent, servant and/or employee of the Plaintiff.
27. Experian Information Solutions, Inc. was acting within the course and scope of its employment.
28. As a direct and proximate result of Experian Information Solutions, Inc. and its actions, Plaintiff was deprived of rights, privileges, and immunities secured under the Fair Credit Reporting, including but not limited to rights to not be including in inaccurate reporting by a Credit Reporting Agency.
29. Plaintiff was deprived of by officers employed by the defendant to exercise his right to decline inaccurate reporting.
30. Plaintiff believed he was within his right as he was informing the defendant that is reports associated with his personal credit were “technically accurate”, but “misleading. However, the plaintiff can prove more than just inaccuracy. The plaintiff can also show that the procedures used by the defendant which resulted in

the inaccuracy were “unreasonable.” **Marked Exhibit “D” and Exhibit “E”**
proof of service of the requested correction by TransUnion and Equifax.

31. By reasons of the aforementioned Plaintiff suffered economic loss, great mental anguish, and was deprived of consumer rights.

AS AND FOR A SECOND CAUSE OF ACTION
FOR SLANDER OF TITLE

32. Plaintiff repeats each allegation contained in paragraphs “1” through “32” as if fully set forth herein.
33. All the acts and omissions by Experian Information Solutions, Inc. were carried out pursuant to overlapping policies and practices of Experian Information Solutions, Inc. which were in existence at the time of the conduct alleged herein and were engaged in with full knowledge.
34. Experian Information Solutions, Inc., as an agent, servant, and employee, authorized, sanctioned and/or ratified wrongful acts; failed to prevent or stop those acts; and/or allowed or encouraged those acts to continue.
35. The actions of Experian Information Solutions, Inc. resulted from and were taken pursuant to the following de facto policies and/or well settled and widespread customs and practices of the Credit Reporting Agency, which were and are implemented by Experian Appointed by contract:
- (a) Experian Information Solutions, Inc. allowed a collusion to take place without consequence - i.e., without fear of reprimand, discipline or even re-training.

- (b) Experian Information Solutions, Inc. with the knowledge, approval colluded to conceal fraud concerning the consumer protection rights of individuals in the agencies care and custody.

36. Generally, one must prove the following to bring a legally sufficient claim of Slander of Title.

- a. There was a communication to a third party of;
- b. A false statement;
- c. Derogatory to another's title;
- d. With malice; and
- e. Causing special damages

37. Defendants, by withholding such facts have potentially committed a grave error Slander of Title causing special damage.

38. The act of recording the purported Credit Report into the Official Records of is a communication to a third party of false statement derogatory to Plaintiff's title made with malice causing special damages to the Plaintiff's claim of title.

39. Experian Information Solutions, Inc. and its abuse of Consumer protections would not have existed but for said use of its official power.

40. Experian Information Solutions, Inc. sanctioned the policy and practices heretofore described through its deliberate indifference to the effect of such policy and practices upon the consumer protection rights of the plaintiff and others similarly situated.

41. The defendant's motivation was in contravention of the Fair Credit Reporting Act.

42. The foregoing acts, inaction, omissions, and systemic failures are customs and policies of Experian Information Solutions, Inc. to believe that determination of the

rights to use force and the amount of allowable legal force was within Experian Information Solutions, Inc. discretion and that complaints of the use of excessive force would not be honestly or properly investigated, with the foreseeable result that officers would be likely to be sanctioned.

43. The existence of the foregoing unlawful de facto policies and/or well settled and widespread customs and practices is known to encourage and/or condoned by supervisory and policy making officers and officials of Experian Information Solutions, Inc.
44. Despite knowledge of such unlawful de facto policies, practices and/or customs, these supervisory and policy making officers and officials of Experian Information Solutions, Inc. including its employees have not taken steps to terminate these policies, practices and/or customs or otherwise properly notify higher authorities with regard to credit reports and statutory limits on the exercise of their authority, and insert sanctions and ratify these policies, practices and/or customs through their active encouragement of, deliberate indifference to and/or reckless disregard of the effect of said policies, practices and/or customs upon the constitutional rights of persons labeled as consumer in their care or custody.
45. As a result of the aforesaid violation of Plaintiff's rights, resulted in the sustained injuries and damages previously described.
46. As a result of the foregoing, I seek compensatory and punitive damages.

AS AND FOR A THIRD CAUSE OF ACTION

FOR INJUNCTIVE RELIEF

47. Plaintiff repeats each allegation contained in paragraphs “1” through “47” as if fully set forth herein.
48. Plaintiff is the record titleholder of the Property and is now being threatened with irreparable injury by the conduct of Defendant.
49. Plaintiff will continue to be in jeopardy of injury by the Defendants’ wrongful conduct by the now threatened dismissal of his claim without agreeing to amend complaint, causing irreparable injury by not denying defendant the right to maintain the status quo between the party’s pending resolution of the present dispute.
50. Plaintiff has no adequate remedy at law for both the factual and threatened injuries herein described. Plaintiff’s real property residence and rights involved are non-fungible and utterly unique so that it will be impossible to accurately measure in monetary terms, the damage caused by Defendants’ wrongful conduct.
51. Defendants’ numerous violations of federal and state statute and inability to establish a claim of right to Plaintiff’s unlawful credit report establishes Plaintiff’s claim as more probable than not and Plaintiff will likely prevail at the time of trial.
52. Plaintiff requests that Defendants and its agents and employees be enjoined from prosecuting any continuance of a claim pending trial.

AS AND FOR A FOURTH CAUSE OF ACTION
FOR DECLARATORY RELIEF

53. Plaintiff repeats each allegation contained in paragraphs “1” through “153” as if fully set forth herein.
54. An actual controversy has arisen and now exists between Plaintiff and Defendant specified hereinabove regarding Plaintiff’s respective rights and duties in the subject consumer protections. Plaintiff requests a judicial determination of the rights, obligations, and interest of the parties regarding the subject property, and such determination is necessary and appropriate under the circumstances so that all parties may ascertain and know their rights, obligations, and interests regarding the subject property.
55. Plaintiff should be the equitable owner of the Subject Property which is punitive damages for breaches.
56. Plaintiff seeks to quiet title as of the date of the filing of this Complaint. Plaintiff seeks a judicial declaration that the title to the Subject Property is vested in Plaintiff alone and that the Defendant be declared to have no interest estate, right, title or interest in the subject property and that the Defendant, their agents, and assigns, be forever enjoined from asserting any estate, right title, or interest in the Subject Property subject to Plaintiff’s rights.

**PRAYER FOR RELIEF AND REMEMBRANCE FOR REDRESS OF
GRIEVANCE**

WHEREFORE punitive damages CONSIDERED as Prayer for Relief, and Remembrance for the foregoing reasons, Plaintiff prays that Defendant be cited to appear and answer herein, and that upon final hearing, Plaintiff be awarded judgment:

- a. A refund of any wrongfully or improperly collected fees and payments to Defendants to which it had no right,
- b. Pre- and post-judgment interest at the maximum rate allowed by law,
- c. Attorney's fees,
- d. Monetary relief over \$3,000.00 (U.S. dollars) but not more than \$250,000.00 (U.S. dollars); and,
- e. Such other and further relief at law and/or in equity to which Plaintiff may be justly entitled including but not limited to damages within the jurisdictional limits of this Court, together with pre-judgment and post-judgment interest as are allowed by law.

CC: Experian Information Solutions, Inc.

c/o Cassin, Brian d/b/a CHIEF EXECUTIVE OFFICER

475 Anton Boulevard

[Costa Mesa, California] [92626-9998]

U.S.A.

9589 0710 5270 0278 1576 56

NOTARY ACKNOWLEDGEMENT

State of New York)

) ss

JURAT

County of Suffolk)

On this 10th day of June 2024, before me personally appeared Giovanni Giuseppe Whyte-Bey to me known to be the person described in as Plaintiff. And who executed the foregoing instruments and acknowledged to me that Giovanni Giuseppe Whyte-Bey executed the same as his free will, act and deed.



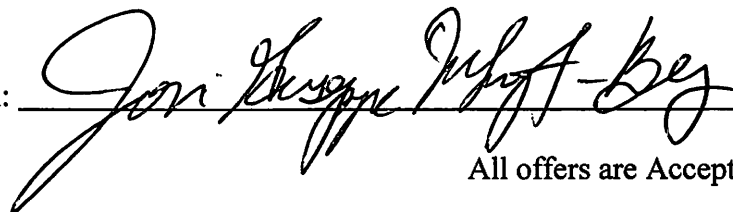
Notary Signature

6-10-2024

Date

My commission expires 9-11-2025

Seal
SANDEEP A SHAH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SH6364434
Qualified in Suffolk County
My Commission Expires 09-11-2025

I am: 

All offers are Accepted for Honor
pursuant to TWEA 7(e), 8(a) 40 Stat 411.

Without Recourse.

Exhibit A

Also, delete the following addresses from my credit file:

654 Wellwood Ave #349., Lindenhurst, New York 11757

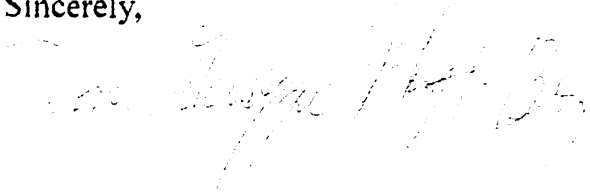
77 Ireland Place, Unit 331., Amityville, New York 11701

3960 Carissa Trce., Cumming, Georgia 30040

PO Box 331., Amityville, New York 11701

Mr. Whyte-Bey would appreciate if you would take care of this matter in a timely manner. If you need any further information from Mr. Whyte-Bey, please contact Mr. Whyte-Bey at the address listed above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mr. Whyte-Bey", written in dark ink.

Keep this stub with your personal records. The other side contains important information.

Please note: The date we issued this card is shown below the signature line.

JOVANNI GIUSEPPE WHYTE-BEY
ACP 5156 PO BOX 1110
ALBANY NY 12201

YOUR SOCIAL SECURITY CARD

ADULTS: Sign this card in ink immediately.

CHILDREN: Do not sign until age 18 or your first job, whichever is earlier.

Keep your card in a safe place to prevent loss or theft.
DO NOT CARRY THIS CARD WITH YOU.
Do not laminate.

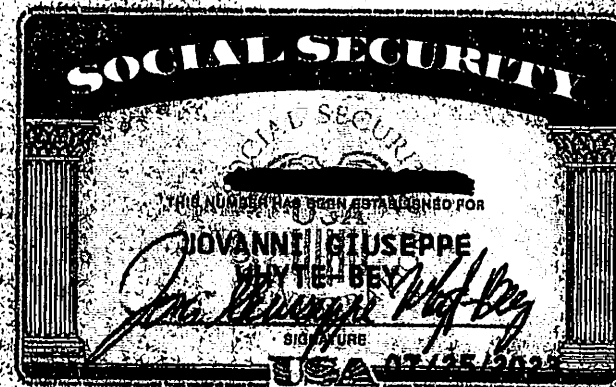


Exhibit B

NOTICE OF FAULT OPPORTUNITY TO CURE

JOVANNI GIUSEPPE WHYTE-BEY
In Care of Whyte-Bey, Giovanni, Giuseppe d/b/a BENEFICIAL OWNER
ACP 5156 PO BOX 1110
Albany, New York 12201-9998
U.S.A.

02nd of February 2024

Experian
PO Box 4500
Allen, Texas 75013
US

Dear Credit Bureau,

This Notice of Fault and Opportunity to cure is being sent Certified Mail, Tracking No. 7021 2720 0001 7368 8077 due to the failure of EXPERIAN to correct inaccurate data, fraud and related activity in connection with computers that would intentionally falsify records. Mr. Whyte-Bey, **Notice to Update Personal Information** sent to EXPERIAN on the 06th of December 2023 via Certified Mail, Tracking 9589 0710 5270 0940 1159 91.

Pursuant to Fair Credit Reporting Act § 611 (5)(A) Treatment of Inaccurate or Unverifiable Information:

(A) In general. If, after any reinvestigation under paragraph (1) of any information disputed by the consumer, an item of the information is found to inaccurate or incomplete or cannot be verified, the consumer reporting agency shall –

- (i) promptly delete that item of information from the file of the consumer, or modify that item information, as appropriate, based on the results of the investigation; and
- (ii) promptly notify the furnisher of that information that the information has been modified or deleted from the file of the consumer.

A copy of this **Notice of Fault Opportunity to Cure** will be sent to **Department of Justice, Federal Trade Commission**, and New York Attorney General Consumer Protection Attorney to assure that Giovanni G. Whyte-Bey, **Notice of Fault Opportunity to Cure** will be documented and filed for reference and evidence of **Notice of Fault Opportunity to Cure** being sent to EXPERIAN. Further complaints will be filed with the consumer protection entities exactly five (5) days after EXPERIAN receives this **Notice of Opportunity to Cure** and fails to cure Giovanni G. Whyte-Bey claim. Mr. Whyte-Bey personal information should only read and be presented as below:



← Your credit reports

Experian

Equifax

TransUnion

Experian credit report

JOVANNI BEY

As of May 31, 2024 ▾

FICO® SCORE 8 ⓘ

Experian data May 31, 2024

624

ⓘ FAIR



See all 3 FICO® Scores

Your credit information at the 3 credit bureaus can be different. Add your Equifax® and TransUnion® FICO® Scores today.

Review my 3 FICO® Scores



Personal information

CREDIT CARDS

Get more with the right card

You could build credit, earn rewards or reach your financial goals with a card from one of our partners.

See your top card



Credit

Money

Protection

Credit Cards

Loans

Auto

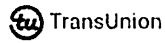
Upgrade



← Your credit reports



EQ Equifax



Experian credit report

JOVANNI G. WHYTE

As of May 25, 2024



See all 3 FICO® Scores

Your credit information at the 3 credit bureaus can be different. Add your Equifax® and TransUnion® FICO® Scores today.

[Review my 3 FICO® Scores](#)

FICO SCORES ⓘ

Experian data May 25, 2024

624

• FAIR

300

850

Personal information



CREDIT CARDS

CREDIT CARDS

Get more with the right card

You could build credit, earn rewards or reach your financial goals with a card from one of our partners.

[See your top card](#)

Exhibit C

UNITED STATES
POSTAL SERVICE

POSTAGE

PAID

12:04 PM

12:04 PM

Price

00.00

00.40

00.72

02.60

02.60

02.60

9589 0710 5270 0278 1576 01

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Allen, TX 75013

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee if applicable):	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.92

Total Postage and Fees \$5.32

05/28/2024

Sent To *Expendian - Attention: Legal Counsel*
Street and Apt. No., or PO Box No. *PO Box 4500*
City, State, ZIP+4[®] *Allen, Texas 75013*

PS Form 3800, January 2023 PSN 7530-02-000-9000 See Reverse for Instructions

NOTICE OF DEFAULT

Jovanni Giuseppe Whyte-Bey

ACP 5156 PO BOX 1110

Albany, New York 12201-9998

27th of May 2024

Experian

Attention: Consumer Relations Representative, and Legal Counsel

PO Box 4500

Allen, Texas 75013

US

Re: Treatment of Inaccurate of Unverifiable Information

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE
TO PRINCIPAL**

Jovanni Giuseppe Whyte-Bey has tried on several occasions to resolve this matter amicably. On the 6th of December 2023, EXPERIAN received an Information Correction Request sent certified Mail/Return Receipt, Tracking No. 9589 0710 5270 0940 1159 91 from Jovanni Giuseppe Whyte-Bey requesting the correction of information reporting inaccurately.

On the 8th of February 2024, received Notice of Fault and Opportunity to Cure. EXPERIAN received Jovanni Giuseppe Whyte-Bey **Notice of Fault and Opportunity to Cure**, which provided EXPERIAN with an opportunity to compensate Jovanni Giuseppe Whyte-Bey for violations of Jovanni Giuseppe Whyte-Bey rights executed by EXPERIAN. To date, no proof has been provided to support EXPERIAN inaccurate reporting, and no attempt has been made to compensate Jovanni Giuseppe Whyte-Bey for violating Jovanni Giuseppe Whyte-Bey rights. Jovanni Giuseppe Whyte-Bey has on several occasions tried to resolve this matter amicably and now has no choice in bringing legal action against. EXPERIAN for blatant and numerous violations of Jovanni Giuseppe Whyte-Bey Rights. Legal action is forthcoming.

A copy of this **Notice of Default** will be sent to **Department of Justice, Federal Trade Commission**, and New York State **Attorney General Consumer Protection Attorney** to assure that Giovanni Giuseppe Whyte-Bey **Notice of Default** will be documented and filed for reference and evidence of **Notice of Default** being sent to EXPERIAN. Further complaints will be filed with the consumer protection entities immediately after EXPERIAN receives this **Notice of Default**.

Jovanni Giuseppe Whyte-Bey, Authorized Representative

All Rights Reserved

UCC 1-308

CC: Federal Trade Commission

Department of Justice

New York Attorney General

Consumer Financial Protection Bureau

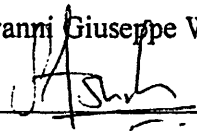
NOTARY ACKNOWLEDGEMENT

State of New York)

) ss **JURAT**

County of Suffolk)

On this 25th day of May 2024, before me personally appeared Your Name, to me known to be the person described in as Authorize Representative In Re: Experian reporting of Inaccurate Information. And who executed the foregoing instruments and acknowledged to me that Giovanni Giuseppe Whyte-Bey executed the same as his free will, act and deed.



Notary Signature

25th May 2024

Date

My commission expires 9-11-2025

Seal SANDEEP A SHAH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SH6364434
Qualified in Suffolk County
My Commission Expires 09-11-2025

I Am: _____

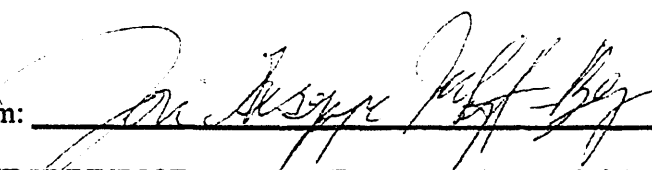

WITHOUT PREJUDICE, WITH THE UNITED STATES OF AMERICA.

Exhibit D

Exhibit E

myEquifax

JOVANNI WHYTE-BEY

[Home](#)

Welcome, Giovanni

YOUR CREDIT

Credit Report



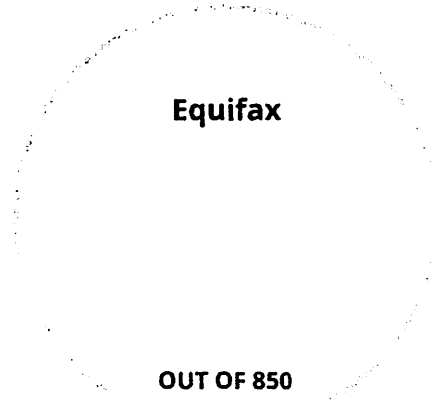
YOUR IDENTITY

Freeze

Fraud & Active Duty
Alerts

Dispute Center

Products for You

Get your free credit score

We get it, credit scores are important. A monthly credit score is available as part of your myEquifax experience.

No credit card required.

This is a VantageScore[®] 3.0 credit score using Equifax data.

[GET MY FREE CREDIT SCORE](#)

You must agree to new terms for this product.

[No, Thank You](#)

EQUIFAX CREDIT REPORT STATUS

Your Equifax credit report is **not frozen**.

[Place a freeze](#)

You don't have an **active duty** or **fraud alert** in place.

[Place an alert](#)

EQUIFAX CREDIT REPORT



You get **six free Equifax credit reports** per year.

You understand and agree that by clicking on the "Get a free credit report" link below you are providing "written instructions" in accordance with the Fair Credit Reporting Act authorizing Equifax Information Services LLC to access and obtain your credit information from Equifax Information Services LLC to provide consumer services and support and display your credit information to you related to your use of the service.

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